

United States Bankruptcy Court

Southern District Of New York

In re Linea Aerea Carguera de Colombia S.A.

Case No. 20-11260-JLG

Debtor¹

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTORS

1. Pursuant to 11 U.S.C. § 329(a) and Fed. R. Bankr. P. 2016(b), I² certify that I am the attorney for the above named debtors and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtors in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept:\$ Fees and expenses as
..... allowed by the Court

Prior to the filing of this statement I have received: \$ 20,940,907.77³

¹ The Debtors' Chapter 11 Cases are being jointly administered for procedural purposes only. The last four digits of each Debtor's tax identification number (as applicable), are: LATAM Airlines Group S.A. (59-2605885); Lan Cargo S.A. (98-0058786); Transporte Aéreo S.A. (96-9512807); Inversiones Lan S.A. (96-5758100); Technical Training LATAM S.A. (96-847880K); LATAM Travel Chile II S.A. (76-2628945); Lan Pax Group S.A. (96-9696800); Fast Air Almacenes de Carga S.A. (96-6315202); Linea Aérea Carguera de Colombia S.A. (26-4065780); Aerovías de Integración Regional S.A. (98-0640393); LATAM Finance Ltd. (N/A); LATAM Airlines Ecuador S.A. (98-0383677); Professional Airline Cargo Services, LLC (35-2639894); Cargo Handling Airport Services, LLC (30-1133972); Maintenance Service Experts, LLC (30-1130248); Lan Cargo Repair Station LLC (83-0460010); Prime Airport Services Inc. (59-1934486); Professional Airline Maintenance Services LLC (37-1910216); Connecta Corporation (20-5157324); Peuco Finance Ltd. (N/A); Latam Airlines Perú S.A. (52-2195500); Inversiones Aéreas S.A. (N/A); Holdco Colombia II SpA (76-9310053); Holdco Colombia I SpA (76-9336885); Holdco Ecuador S.A. (76-3884082); Lan Cargo Inversiones S.A. (96-9696908); Lan Cargo Overseas Ltd. (85-7752959); Mas Investment Ltd. (85-7753009); Professional Airlines Services Inc. (65-0623014); Piquero Leasing Limited (N/A); TAM S.A. (N/A); TAM Linhas Aéreas S.A. (65-0773334); Aerolinhas Brasileiras S.A. (98-0177579); Prismah Fidelidade Ltda. (N/A); Fidelidade Viagens e Turismo S.A. (27-2563952); TP Franchising Ltda. (N/A); Holdco I S.A. (76-1530348) and Multiplus Corretora de Seguros Ltda. (N/A). For the purpose of these Chapter 11 Cases, the service address for the Debtors is: 6500 NW 22nd Street Miami, FL 33131.

² References herein to "me" or "I" shall refer to the firm Cleary Gottlieb Steen & Hamilton LLP ("Cleary Gottlieb").

³ For the avoidance of doubt, the total amount disclosed herein includes amounts paid prior to May 26, 2020 in connection with these Chapter 11 Cases, and 80% of fees and 100% of expenses set forth in the Monthly Fee Statements filed by Cleary, ECF Nos. 967, 1131, 1279, 1440, in accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, ECF No. 828. On December 26, 2020, the Court entered the *Order Granting First Interim Applications for Allowance of Compensation and Reimbursement Expenses*, ECF No. 1543, entitling Cleary to the remaining 20% of fees set forth in the Monthly Fee Statements, subject to additional adjustments, which as of December 28, 2020, has not been received.

Balance Due: \$ Fees and expenses as
..... allowed by the Court

2. The source of the compensation paid to me was:

☒ The Debtors ☐ Other (specify)

3. The source of compensation to be paid to me is:

☒ The Debtors ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtors' financial situation, and rendering advice to the debtors in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtors at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtors in adversary proceedings and other contested bankruptcy matters; and
- e. See description of legal services set forth in ¶ 15 of the *Debtors' Application for an Order Authorizing Employment and Retention of Cleary Gottlieb Steen & Hamilton LLP As Counsel For The Debtors and Debtors-in-Possession* Nunc Pro Tunc to the Petition Date, ECF No. 142 (the "Application").

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

See the description of legal services set forth in ¶ 15 of the Application and the description of co-counsel's—Togut, Segal & Segal LLP—services to be rendered in ¶ 20 of the Application.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtors in this bankruptcy proceeding.

December 29, 2020
Date

/s/ Luke A. Barefoot
Signature of Attorney

Cleary Gottlieb Steen & Hamilton LLP
Name of Law Firm